

**CONTRACT PROPOSAL  
(DO NOT MUTILATE)**

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
PROCUREMENT SECTION  
HEADQUARTERS ADMINISTRATION BUILDING - ROOM 304M  
STREET ADDRESS: 1201 CAPITOL ACCESS ROAD, BATON ROUGE, LA 70802  
MAILING ADDRESS: P. O. BOX 94245, BATON ROUGE, LA 70804-9245**

**P.R. NO. 169487**

**REQUEST FOR BIDS ON  
ANNUAL CONTRACT FOR FURNISHING  
TYPE II TEMPORARY PAVEMENT MARKING TAPE**

**DATE: FEBRUARY 13, 2004**

Sealed bids will be received in this office until **9:45 A.M. FRIDAY, MARCH 12, 2004** and then publicly opened at 10:00 A.M. on same date for furnishing the supplies, materials, equipment and/or services as described herein.

**APRIL 1, 2004 - MARCH 31, 2005**

**AFFIRMATION OF BIDDER**

The undersigned bidder affirms and declares:

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of Special Conditions and Specifications contained herein.
2. Should any part of this proposal be accepted in writing by the DOTD Procurement Director within thirty (30) calendar days from the date of bid opening, which shall be the date provided in the first paragraph hereof, the bidder will furnish and deliver the commodity and/or services for which this proposal is made, in the quantities and at the prices bid. Should any part of this proposal be delayed beyond the period of thirty (30) days herein provided, or of an earlier date specified by any bidder in the proposal schedule, such award shall be conditioned upon bidder's acceptance.
3. The undersigned, accepting the conditions set forth herein, hereby agrees, in strict accordance therewith, to furnish and deliver the commodities and/or services to the Department of Transportation and Development at the prices bid.

**EXECUTION OF BID**

**DATE: \_\_\_\_\_**

In compliance with the above request for bids, and subject to all the conditions thereof, the undersigned offers and agrees to furnish any or all items upon which prices are quoted, at the price set opposite each item, unless otherwise specified.

Delivery to made within \_\_\_\_\_ day after receipt of order.

\_\_\_\_\_ % Discount if invoices are paid within 30 days.

**BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_**

**BY: \_\_\_\_\_**

**TITLE: \_\_\_\_\_ FEDERAL I.D. NO. \_\_\_\_\_  
(Member of firm or person authorized to sign for corporation)**

**ADDRESS: \_\_\_\_\_**

**CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_**

**TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_**

**ACCEPTANCE**

Accepted as to items listed on attached contract award sheet.

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, PROCUREMENT SECTION**

**BY: \_\_\_\_\_  
DOTD PROCUREMENT DIRECTOR**

**DATE \_\_\_\_\_**

## **NOTICE**

Sealed bids for the following will be received by the Louisiana Department of Transportation and Development, 1201 Capitol Access Road, Room 304M, Headquarters Administration Building, Baton Rouge, LA 70802, Telephone number (225/379-1444) until **9:45 A.M., FRIDAY, MARCH 12, 2004**. No bids will be accepted after this hour. At 10:00 A.M. of the same day and date, they will be publicly opened and read in Room 304M, Headquarters Administration Building.

### **PURCHASE REQUISITION NO. 169487**

#### **ANNUAL CONTRACT FOR FURNISHING TYPE II TEMPORARY PAVEMENT MARKING TAPE FOR THE PERIOD BEGINNING APRIL 1, 2004 AND ENDING MARCH 31, 2005.**

The Department will award the contract to the lowest responsible bidder without discrimination on grounds of race, color or national origin. Minority business enterprises will be afforded full opportunity to submit bids pursuant to this advertisement.

Full information, specifications and proposal forms may be obtained upon request from the above address.

Bids must be submitted on proposal forms provided by the Department. Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(a)(1)(c) and/or R.S. 39:1594(c)(2)(d).

The Department reserves the right to reject any or all bids and waive any informalities.

KAM K. MOVASSAGHI, PH.D., P.E.,  
SECRETARY  
DANA D. WATLINGTON,  
DOTD PROCUREMENT DIRECTOR

**STATE OF LOUISIANA**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
**SPECIAL CONDITIONS AND SPECIFICATIONS**  
**FOR FURNISHING**  
**TYPE II TEMPORARY PAVEMENT MARKING TAPE**

Please read the following instructions and special conditions and specifications carefully. Any deviation may cause your bid to be disqualified. All bid prices must be typed or written in ink. Any corrections or other forms of alteration to unit prices should be initialed by the bidder. This bid is to be manually signed in ink. Failure to do so will cause rejection of your bid.

**CONTRACT**

Contract for furnishing Type II Temporary Pavement Marking Tape for the Department's various Districts in the State as requested in accordance with provisions set forth for the twelve (12) month period as specified herein.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**PURPOSE AND INTENTION**

The purpose and intention of this invitation to bid is to comply with State laws and establish a contract between the Department and the successful bidder(s), whereby the Department may purchase Type II Temporary Pavement Marking Tape from the contractor as shown herein.

**CONTRACT PROPOSAL FORM**

The contract proposal form in its entirety shall become a part of the contract upon execution by the Department. Bidder shall fill in this contract proposal completely and shall sign in the appropriate places. The proposal should be submitted in an envelope furnished by the Department, so marked as to indicate its contents. Bidders should return entire proposal. The envelope shall be sealed, addressed and delivered to the Procurement Section of the Department of Transportation and Development, Headquarters Administration Building, Room 240, located at 1201 Capitol Access

Road, Baton Rouge, LA 70802 before the time set for receiving proposals on the front hereof. Proposals received after the time set will be returned to the bidder.

Bidders should make a copy of their bid before submitting the original contract proposal.

## **QUANTITIES**

No specific quantities are given or guaranteed, only such Type II Temporary Pavement Marking Tape as required by the Department during the contract period will be ordered.

Bids which specify a minimum delivery will not be considered for award.

Quantities shown are based on the previous contract usage or estimates. Where usage is not available, a quantity of one (1) indicates a lack of history on the item. The successful bidder must supply at bid price actual quantities as ordered whether the total of such quantities are more or less than the quantities shown in the Bid Schedule.

## **SPECIFICATIONS**

All Type II Temporary Pavement Marking Tape furnished under this contract must meet DOTD specifications listed in the Louisiana Standard Specifications for Roads & Bridges, 2000 Edition, Section 1015.08(a).

In order to be considered for award, Type II Temporary Pavement Marking Tape must be on QPL 60 prior to bid opening date.

## **GUARANTEE AND LIABILITY**

The contractor accepts the following guarantees:

- (1) Guarantee that the supplies delivered are free from defects in design and construction.
- (2) Guarantee that the supplies are the manufacturer's standard design in construction and that no changes or substitutions have been made in the items listed in this contract.

The contractor holds and saves the State, its officers, agents, and employees harmless from liability of any kind, including cost and expenses on account of any patented or unpatented invention, articles, devices or appliances manufactured or used in the performance of this contract, including use by the government.

The contractor agrees to replace free of charge all defective equipment, materials or supplies delivered under this contract. All transportation charges covering return and replacement shall be paid by the contractor.

## **PRICES**

All prices quoted shall be in the unit of measure as shown on the Bid Schedule and shall remain firm for the contractual period. Unit price bid must not exceed four digits to right of decimal point. Unit price submitted beyond four digits will be rounded off to the nearest fourth digit.

Prices quoted shall include all costs incidental to any license or patent that may be held by any company processing the materials bid on and the dealer agrees to hold the Department of Transportation and Development harmless from any claims, suits, costs or penalties for infringement or use of licensed or patented products.

## **BID OPENING**

Bids will be publicly opened and read but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Department of Transportation and Development during normal working hours.

## **BASIS OF AWARD**

Award will be made to the overall low bidder of the grand total as shown on the Bid Schedule. The grand total will be determined by multiplying the estimated annual usage times unit price. The resulting totals will be added together to determine the overall low bidder.

All bidders are asked to complete extended totals for each item and submit grand total.

In the event an error is made in extending total prices, the unit price will govern.

The award of the contract will be made to the lowest responsible bidder complying with all details of this proposal as determined by the DOTD Procurement Director.

Discounts will not be considered in determining low bidder.

## **DELIVERY**

The successful bidder will be required to have on hand or immediately available an adequate supply of Type II Temporary Pavement Marking Tape in order to meet the Department's requirements, as ordered, where ordered, during the life of the contract.

## **PURCHASE ORDERS**

Purchase Orders will be issued by the Department of Transportation and Development. Each purchase Order will state an actual or estimated quantity that is required and all other pertinent data necessary to assist the contractor to make proper delivery. In no event shall delivery be made without proper authorization.

## **INVOICES**

Upon each delivery and its acceptance by the Department, the contractor shall bill the Department by means of an invoice and such invoice shall make reference to the Purchase Order Number on which delivery was made.

At the time of delivery, the contractor is to make a delivery receipt on his own form showing complete description, the exact quantity delivered, price and extension. Such delivery ticket must make reference to the Purchase Order Number.

Invoices shall be submitted by the contractor in triplicate directly to the address shown on the Purchase Order.

Invoice price must agree with contract price.

## **PAYMENTS**

Invoices will be paid by the Department within the discount period or within thirty calendar days from receipt of correct invoice. If contractor proposes a discount, discount period will start from receipt of correct invoice.

## **TAXES**

The contractor is responsible for including all applicable taxes in the bid price.

State Agencies are exempt from all State and Local Sales and Use Taxes.

## **REJECTION OF BIDS**

The Department of Transportation and Development reserves the right to reject any and all bids and/or waive any informalities.

## **EXTENSION OF CONTRACT**

At the option of the Department and acceptance by the contractor, contract(s) awarded under this proposal may be extended for an additional two (2) twelve month periods at the same terms and prices upon giving ten (10) days written notice to the contractor. Contract not to exceed thirty-six months.

Prior to exercising the Department's option to extend contract, the Department will determine if an extension is in the best interest of the Department, taking into consideration current market trends, cost factors, price comparison with similar service in other States and various other factors as determined by the DOTD Procurement Director.

## **TERMINATION OF CONTRACT**

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving a ten (10) day written notice to the contractor for unsatisfactory performance, unsatisfactory delivery, unsatisfactory service, failure to

meet specifications, misrepresentation by the contractor, fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State, conflict of contract provisions with constitutional or statutory provisions of State or Federal Law, any breach of contract, and/or if it is considered in the best interest of the Department.

All orders delivered prior to the effective date of such termination shall be paid for by the Department in accordance with the terms of the contract, whereupon all obligations of both parties to the contract shall cease.

In the event contract contains a provision entitled "Guarantees" such guarantees shall apply to all items delivered prior to termination.

## **DEFAULT OF CONTRACTOR**

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the State has determined the contractor to be in default, the Department of Transportation and Development reserves the right to purchase any or all products or services covered by this contract on the open market and charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

## **SIGNATURE OF BIDDER**

To be considered for an award, all bidders shall fill in the contract proposal completely and shall sign in the appropriate places. Contract proposal form should be returned in its entirety. Acceptance shall be made when signed by the DOTD Procurement Director and copy returned to the contractor.

## **APPLICABLE LAW**

All contracts shall be construed in accordance with and governed by the Laws of the State of Louisiana.

## **BIDDERS CERTIFICATION OF EEOC AND ADA COMPLIANCE**

The Department of Transportation and Development and the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors and suppliers to take affirmative action to affect this commitment in its operations.

By submitting and signing this bid, bidder certifies that he agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, The Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidder agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this proposal.

Bidder agrees to keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.

## **SPECIAL ACCOMMODATIONS**

Any person who is a "qualified individual with a disability" as defined by the Americans With Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening date.

## **INDEMNITY**

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. Contractor is obligated to indemnify only to the extent of the fault of contractor, its officers, its agents, or employees.

However, the contractor shall have no obligations as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the State, its officers, its agents or its employees.

## **SIGNATURE AUTHORITY**

In accordance with Louisiana Revised Statute 39:1594(Act121), the person signing this bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State, or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit, or
3. An individual listed on the State of Louisiana bidder's application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

By signing the bid, the bidder further certifies compliance with all Instructions to Bidders, terms, conditions and specifications and further certifies that this bid is made without collusion or fraud.

For good cause and as consideration for executing this contract, the contractor hereby conveys, sells, assigns and transfers to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust Laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to the Department of Transportation and Development.

### **PREFERENCE**

In accordance with Title 39:1595 of the Louisiana Revised Statutes, a preference of 10% may be allowed for products manufactured, produced, grown, assembled or harvested in Louisiana of equal quality.

Do you claim this 10% preference?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify if preference is claimed for all items shown on contract:

Yes \_\_\_\_\_ No \_\_\_\_\_

If preference is claimed for only part of the items shown on contract, must specify which items:

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Specify location within Louisiana where this product is manufactured, produced, grown assembled or harvested:

\_\_\_\_\_

**Note:** Louisiana vendors claiming this preference should also certify that 50% of their workforce is comprised of Louisiana residents in order to be entitled to the 10% preference. Louisiana vendors should complete the following certificate:

This is to certify that 50% of workforce is comprised of Louisiana residents:

Yes \_\_\_\_\_ No \_\_\_\_\_

(Proof of certification may be required)

Failure to specify above information will cause elimination from 10% preference.

**LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DISTRICTS AND TRAFFIC SERVICES DELIVERY LOCATION(S)  
FOR FURNISHING TYPE II TEMPORARY PAVEMENT MARKING TAPE  
CONTRACT 169487**

<b>SECTION CONTACT</b>	<b>SHIP TO ADDRESS</b>	<b>BILL TO ADDRESS</b>	<b>TELEPHONE NO.</b>
LINDA PATERNOSTRO NORA TAYLOR	DOTD DIST. 02 1440 US HWY. 90 BRIDGE CITY, LA 70096	DOTD DIST. 02 P. O. BOX 9180 BRIDGE CITY, LA 70096-9180	504-437-3148 504-437-3106
MARGARET BREAUX	DOTD DIST. 03 US 90 EAST (AIRPORT RD.) LAFAYETTE, LA 70508	DOTD DIST. 03 P. O. BOX 3648 LAFAYETTE, LA 70502-3648	337-262-6106
RICHARD HAYNES	DOTD DIST. 04 3365 INDUSTRIAL DRIVE BOSSIER CITY, LA 71010	DOTD DIST. 04 P. O. BOX 38 SHREVEPORT, LA 71161-0038	318-746-6306
JEFF SWILLEY	DOTD DIST. 05 7920 DESIARD RD. MONROE, LA 71203	DOTD DIST. 05 P. O. BOX 4068 MONROE, LA 71211-4068	318-343-2811
CAROLYN KENNEDY	DOTD DIST. 07 HWY. 90 EAST LAKE CHARLES, LA 70601	DOTD DIST. 07 P. O. BOX 1430 LAKE CHARLES, LA 70602-1430	337-437-9106
DIANE ARDOIN	DOTD DIST. 08 3300 MACARTHUR DRIVE ALEXANDRIA, LA 71301	DOTD DIST. 08 P. O. BOX 5945 ALEXANDRIA, LA 71307-5945	318-443-2521
KENNETH MORRIS	DOTD DIST. 58 HWY. 15 SOUTH CHASE, LA 71324	DOTD DIST. 58 P. O. BOX 110 CHASE, LA 71324-0110	318-435-5154
MIKE SCHUTZMAN	DOTD DIST. 61 8100 AIRLINE HWY. BATON ROUGE, LA 70815	DOTD DIST. 61 P. O. BOX 831 BATON ROUGE, LA 70821-0831	225-231-4106
RUTH HILL	DOTD DIST. 62 685 N. MORRISON BLVD. HAMMOND, LA 70401	DOTD DIST. 62 685 N. MORRISON BLVD. HAMMOND, LA 70401	504-375-0106
BERNADETTE LAWRENCE	DOTD SECTION 45 TRAFFIC ENGINEERING SVCS 7686 TOM DRIVE BATON ROUGE, LA 70806	DOTD SECTION 45 TRAFFIC ENGINEERING SERVICES P. O. BOX 15337 BROADVIEW BATON ROUGE, LA 70895-5337	225-935-0285

**1015.08 TEMPORARY PAVEMENT MARKINGS.**

**(a) Temporary Tape:** Temporary tape shall comply with ASTM D 4592, Type I (removable) or Type II (non-removable) and shall be an approved product listed in QPL-60.

**(b) Painted Stripe:** Paint shall be an approved traffic paint complying with Subsection 1015.12. Glass beads for drop-on application shall comply with Subsection 1015.13.

**(c) Temporary Raised Pavement Markings for Asphaltic Surface Treatment:** Temporary raised pavement markers for asphaltic surface treatment shall be flexible reflective tabs having a nominal width of 4 inches (10 cm). The markers shall be yellow with amber reflective area on both sides. The body of the marker shall consist of a base and vertical wall made of polyurethane or other approved material and shall be capable of maintaining a reasonable vertical position after installation. The initial minimum reflectivity at an entrance angle of -4 degrees and an observation angle of 0.2 degrees shall be 230 mcd/lx when measured in accordance with ASTM E 810.

The reflective material shall be protected with an easily removable cover of heat resistant material capable of withstanding and protecting the reflective material from the application of asphalt at temperatures exceeding 325°F (160°C).

The markers shall be an approved product listed in QPL 74.

**1015.09 RAISED PAVEMENT MARKERS.** Markers shall be either nonreflectorized or reflectorized, as specified. Markers shall be approved products listed in QPL 9. Infrared curves of materials used in markers shall match approved curves on file at the Department's Materials and Testing Section.

**(a) Nonreflectorized Markers:**

**(1) Description:** Nonreflectorized markers shall consist of an acrylonitrile-butadiene-styrene polymer or other approved material, and shall be 4-by-6-inches (100-by-150-mm).

**(2) Physical Requirements:** Markers shall comply with ASTM D 4280. The color shall be in accordance with the plans and the MUTCD.

**(b) Reflectorized Markers:** Reflectorized markers shall comply with ASTM D4280, Designation H - Marker with hard, abrasion-resistant lens surface. The type and color shall be in accordance with the plans and the MUTCD. The markers shall be either standard having approximate base dimensions of 4-by-4-inches (100-by-100-mm) and a maximum height of 0.80 inches (20 mm) or low profile having approximate base

State of Louisiana  
Department of Transportation and Development

Qualified Products List 60

**TEMPORARY PAVEMENT MARKING TAPE**

PRODUCT SOURCE CODE	PRODUCT	COLOR	SOURCE
<b>TYPE I</b>			
6009 6010 6033 6034 6043 6044	Scotch-Lane 5710 Scotch-Lane 5711 Scotch-Lane 620 Scotch-Lane 621 Stamark Wet Reflective Removable 750 Stamark Wet Reflective Removable 751	White Yellow White Yellow White Yellow	3M Company Traffic Control Division 3M Center St. Paul, MN 55144
6037 6038 6027 6028	ATM 120 No Foil ATM 120 No Foil ATM 200 ATM 200	White Yellow White Yellow	Advance Traffic Markings P O. Box H Roanoke Rapids, NC 27870
6029 6030	Brite-Line 100 Brite-Line 100	White Yellow	Brite-Line Industries, Inc 15975 West Fifth Avenue Golden, CO 80401
6011 6012	Cata-Tile Cata-Tile	White Yellow	Cataphote, Inc. Subsidiary of Glaverbel, S A. P O Box 2369 Jackson, MS 39225
6040 6039	GRT Series 2000 GRT Series 2000	White Yellow	Garlock Rubber Technologies P. O. Box 1000 Paragould, AR 71451
6017 6018	Prismoline Temporary Removable Tape Prismoline Temporary Removable Tape	White Yellow	Linear Dynamics, Inc. 400 Lanidex Plaza Parsippany, NJ 07054

PRODUCT SOURCE CODE	PRODUCT	COLOR	SOURCE
<b>TYPE I (continued)</b>			
6023 6024	Aztec Removable Grade 102 Aztec Removable Grade 390	White Yellow	P. B. Laminations, Inc. 2940 Mary Avenue Brentwood, MO 63144
6031 6032	Director - 2 Director - 2	White Yellow	Swarco Industries, Inc. P. O. Box 89 Columbia, TN 38402
6041 6042	Trelleborg Road Tape RW-140 Trelleborg Road Tape RY-140	White Yellow	Trelleborg Industri AB Henry Dunkers gata 2 SE 23181 Trelleborg, Sweden <b>distributed by:</b> Trelleborg Road Tape 1856 Corporate Drive, Suite 135 Norcross, GA 30093-2925
<b>TYPE II</b>			
6007 6008	Scotch-Lane 5160 Scotch-Lane 5161	White Yellow	3M Company
6013 6014	Cata-Tape Cata-Tape	White Yellow	Cataphote, Inc.
6015 6016 6035 6036	Flex-O-Line Flex-O-Line Bannertape 300 Bannertape 300	White Yellow White Yellow	Flex-O-Lite, Inc. P. O. Box 4366 St. Louis, MO 63123
6021 6022	Aztec Engineering Grade 100 W Aztec Engineering Grade 100 Y	White Yellow	P. B. Laminations, Inc.
6019 6020 6025 6026	Visa-Line Engineer Grade Visa-Line Engineer Grade Visa-Line Construction Grade Visa-Line Construction Grade	White Yellow White Yellow	Swarco Industries, Inc.

**REFERENCE:**

2000 DOTD Standard Specifications, Subsection 1015.08(a)  
DOTD Special Provisions, Subsection 1015.08

**NOTE:**

All material, regardless of prior approval, shall be accompanied by a notarized certificate of compliance forwarded to the project engineer. Any deviation in composition or performance from the original sample submitted may result in removal of the product from the qualified list.

**No information contained in this list is to be used for promotional purposes.**

## BID SCHEDULE

### FOR TYPE II TEMPORARY PAVEMENT MARKING TAPE

<u>STOCK NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
32-32-1880	Marking Tape, Pavement, ASTM D4592, Retroreflective Bisymmetric Grade, Non- Removable, 4 in. x 150 ft., Non-Linered, White, Type II, Temporary, QPL 60, DOTD Ref. 435-000  Brand Name: _____ No: _____	LF	8,700	_____	_____
32-32-1885	Marking Tape, Pavement, ASTM D4592, Retroreflective, Bisymmetric Grade, Non- Removable, 4 in. x 150 ft., Non-Linered, Yellow, Type II, Temporary, QPL 60, DOTD Ref. 435-000  Brand Name: _____ No: _____	LF	72,000	_____	_____
					GRAND TOTAL: _____

**MUST BE SOURCE/PRODUCT FROM QUALIFIED PRODUCTS LIST NO. 60 (ATTACHED)**

**SOURCE CODE NO.** \_\_\_\_\_

**TERMS:** \_\_\_\_\_

**DELIVERY:** \_\_\_\_\_ **DAYS**

**ALL BIDDERS MUST FILL OUT FRONT COVER AND SIGN**

**Any corrections or alterations made to unit price should be initialed by bidder.**

**By signing the execution of bid on the first page of this proposal, bidder certifies that he is in agreement with all terms, special conditions and specifications listed within this proposal.**

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
BATON ROUGE, LOUISIANA**

**CONTRACT AWARD  
FOR  
FURNISHING  
TYPE II TEMPORARY PAVEMENT MARKING TAPE**

**Contractor:** SWARCO INDUSTRIES, INC.  
P. O. BOX 89  
COLUMBIA, TN 38402  
(931)388-5900

**Date Bid Opened:** MARCH 12, 2004  
**Date Awarded:** MARCH 24, 2004  
**Contract Award No.:** 169487  
**Contract Period:** APRIL 1, 2004 –  
MARCH 31, 2007

**Your Vendor Number Is:** 330169259  
**Please Insert On Each Invoice**

**Cooperative Agreement Contract**  
**YES: XXXX NO:**

**Delivery Points:** STATEWIDE

**Terms:** NET

**Delivery:** 15 DAYS

**F.O.B.** DESTINATION

**Notice to Contractors:** This Notice of Award is not an Order to Ship.

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**SEE BID SCHEDULE ATTACHED**

## CONTRACT AWARD SCHEDULE

### FOR TYPE II TEMPORARY PAVEMENT MARKING TAPE

<u>STOCK NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
32-32-1880	Marking Tape, Pavement, ASTM D4592, Retroreflective Bisymmetric Grade, Non- Removable, 4 in. x 150 ft., Non-Linered, White, Type II, Temporary, QPL 60, DOTD Ref. 435-000  Brand Name: Swarco No: Visa Line Engineer Grade	LF	8,700	.166	1,444.20
32-32-1885	Marking Tape, Pavement, ASTM D4592, Retroreflective, Bisymmetric Grade, Non- Removable, 4 in. x 150 ft., Non-Linered, Yellow, Type II, Temporary, QPL 60, DOTD Ref. 435-000  Brand Name: Swarco No: Visa Line Engineer Grade	LF	72,000	.166	11,952.00

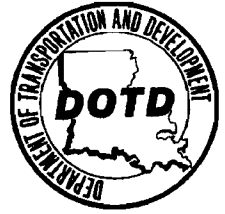


KATHLEEN BABINEAUX BLANCO  
GOVERNOR

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
P.O. Box 94245  
Baton Rouge, Louisiana 70804-9245

(225) 379-1444 Fax: (225) 379-1862

June 30, 2006



JOHNNY B. BRADBERRY  
SECRETARY

Swarco Industries, Inc.  
Attention: Jon Sproul, President  
P.O. Box 89  
Columbia, TN 38402

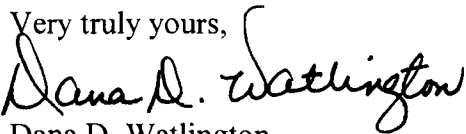
SUBJECT: Contract No. 169487  
For Furnishing Type II Temporary Pavement Marking Tape

Gentlemen:

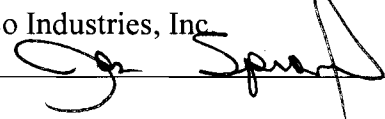
The Department of Transportation and Development is now establishing contracts with a cooperative agreement clause which, if the vendor is agreeable, allows other state agencies and public entities to "piggy back" off our contracts. We have also received a legal opinion that a cooperative agreement clause can be added to current contracts since it does not change any of the terms and conditions of the current contract.

Please review the attached addendum and signify your decision to accept or to reject the attached cooperative agreement clause by signing below and returning this letter to the Department of Transportation and Development by July 10, 2006. Your decision to accept or reject this addendum will have no effect on your contract with the Department. Awards will continue to be made to the lowest bidder meeting specifications and a decision to reject the cooperative agreement clause will have no bearing on the contract award.

If you have any questions concerning the above or wish to discuss further, please contact Pam Parker at (225) 379-1441.

Very truly yours,  
  
Dana D. Watlington  
DOTD PROCUREMENT DIRECTOR

I hereby accept the option to add the cooperative agreement clause to the contract referenced above.

Swarco Industries, Inc.  
BY: 

I hereby reject the option to add the cooperative agreement clause to the contract referenced above

Swarco Industries, Inc.  
BY: \_\_\_\_\_

## COOPERATIVE PURCHASE AGREEMENT

State Agencies, Political Subdivisions of the State and Quasi State Agencies may be permitted to purchase from contracts made by the Department of Transportation and Development's Procurement Section.

The Bidder may, at his option, amend this bid so that any contract awarded will apply to other State agencies, Political Subdivisions or Quasi Agencies.

Bidder hereby amends his bid so that any contract awarded will apply to other State Agencies, Quasi State Agencies or other Political Subdivisions of the State.

Yes X No \_\_\_\_\_

Failure to mark "no" on the above will constitute acceptance of this cooperative purchase agreement to other State Agencies, Political Subdivisions of the State and Quasi State Agencies.

**ORDERS:** Other State Agencies are to issue contract release orders/purchase orders for the items required, as and when needed.

Political subdivisions of the State and Quasi Agencies who have been authorized by the Office of State Purchasing to purchase from contracts made by the Department of Transportation and Development are to issue their regular purchase orders directly to the Contractor, making reference to the Contract Number, Item Number (if applicable) and Contract Expiration Date.

**CONTRACT ADMINISTRATION:** The Department of Transportation and Development will not monitor, administer or resolve any discrepancies, controversies, invoicing or payments related to this contract on orders placed by other State Agencies, Political Subdivisions or Quasi Agencies.

Controversies between the Department of Transportation and Development and a Contractor will be resolved by the DOTD Procurement Director.

Controversies between other State Agencies and a Contractor will be resolved by the Director of State Purchasing in accordance with R.S. 39:1673.

It will be the responsibility of the ordering entity to correspond directly with the Contractor.

**DELIVERY:** Vendors accepting the Cooperative Purchase Agreement understand and agree that deliveries to other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis.